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Attorney for plaintiff

**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

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INTERNATIONAL CARGO LOSS
PREVENTION, INC.,

Civil Action No.:

22-cv-2869

Plaintiff,

vs.

COMPLAINT

HMM AMERICAN SHIPPING AGENCY, INC., and
HMM CO., LTD.

Defendants.
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Plaintiff, INTERNATIONAL CARGO LOSS PREVENTION, INC. ("ICLP"), by and through its attorneys, RUBIN, FIORELLA, FRIEDMAN & MERCANTE LLP, as and for its complaint against defendants HMM AMERICAN SHIPPING AGENCY, INC. and HMM CO., LTD. (collectively "defendants") alleges upon information and belief, as follows:

THE PARTIES

1. At all times hereinafter mentioned, plaintiff ICLP was and now is a corporation or other business entity organized and existing by virtue of the laws of the State of Utah, with an office and principal place of business at 1790 Sun Peak Drive, Park City, Utah.

2. ICLP is the insurer and/or agent of the Insurer of a shipment of frozen cooked shrimp at issue herein, and brings this action on its own behalf and as agent and trustee on behalf

of and for the interests of all parties who may be or become interested in the shipment, as their respective interests may ultimately appear, and ICLP is entitled to maintain this action.

3. At all times hereinafter mentioned, defendants HMM AMERICAN SHIPPING AGENCY, INC. and HMM CO., LTD. was and still is a corporation or other business entity organized and existing by virtue of the laws of a foreign country.

4. Defendants HMM AMERICAN SHIPPING AGENCY, INC. and HMM CO., LTD. were and still are doing business within the jurisdiction of this Honorable Court as common carriers and/or bailees of merchandise for hire in interstate and international commerce.

5. This is an admiralty and maritime dispute within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure and within this Court's admiralty jurisdiction pursuant to Article III, Section 2 of the Constitution of the United States and 28 U.S.C. 1333.

6. This Court has jurisdiction over this action pursuant to 28 U.S.C. 1333, as the case arises out of a contract for the shipment of goods in overseas commerce.

7. On or about February 24, 2021, Minh Qui Seaford Co., Ltd. delivered to defendants for good and valuable consideration, a shipment of 3407 Cartons of frozen cooked shrimp in good condition, valued at approximately \$158,848.15 (the "shipment"), suitable in every respect for the intended transit for which defendants received, accepted and agreed to transport from Ba Ria Vung Tau, Vietnam to Chicago, Illinois.

8. On or about May 17, 2021, the shipment was delivered in a damaged condition.

9. By reason of the premises, defendants breached, failed, and violated the contract of carriage and their duties and obligations as common carriers and/or bailees by negligently maintaining the temperature of the shipment, and by failing to perform their services in a proper,

and workmanlike manner, and breached their express and implied warranties of workmanlike service,

10. Plaintiff has duly performed all duties and obligations on its party to be performed.

11. By reason of the premises, ICLP has sustained damages or nearly as same now can be estimated, no part of which has been paid, although duly demanded, in the amount of \$130,474.49.

WHEREFORE, plaintiff respectfully requests as follows:

- a. That a judgment be entered in its favor and against defendants in the amount of \$130,474.49, with interest, attorney fees and the costs and disbursements of this action; and
- b. For such other, additional, and further relief the Court deems just and equitable.

Dated: New York, New York
May 17, 2022

**RUBIN, FIORELLA, FRIEDMAN
& MERCANTE LLP**
Attorneys for Plaintiff

By: _____


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